

FLICKER, GARELICK & ASSOCIATES, LLP
 45 Broadway
 New York, New York 10006
 (212) 319-5240
 Attorneys for Defendants
 Perini O&G, Perini Corp.,
 and O&G Industries Inc.

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

- - - - -	X
	:
BBC CHARTERING &	:
LOGISTIC GmbH & CO. K.G.,	:
	:
Plaintiff,	:
	: Docket No. 08 CIV 200 (WHP)
-against-	:
	: Civil Action
USIMINAS MECANICA S/A,	:
PERINI O&G, PERINI CORP.,	:
O&G INDUSTRIES INC., and	:
UNIBANCO AIG SEGUROS S/A,	:
	:
Defendants.	:
	:
- - - - -	X

CERTIFICATION OF KEITH L. FLICKER

Keith L. Flicker, hereby certifies as follows:


1. I am a member of the bar of this Court and am the Senior Partner of the firm of Flicker, Garelick & Associates, LLP, attorneys for record for Defendants Perini Corp., Perini O&G, and O&G Industries, Inc. in the above-captioned matter.
2. Annexed hereto as Exhibit A is a true and correct copy of the Commercial Invoice issued by Usiminas Mecanica S/A, dated January 12, 2006.
3. Annexed hereto as Exhibit A is a true and correct copy of the Liner Booking Note between Usiminas Mecania S/A and BBC

DO Brasil LTDA, as agents only for BBC Chartering & Logistics GmbH Co. K.G., dated July 22, 2005.

4. Annexed hereto as Exhibit A is a true and correct copy of the Bill of Lading No. BBCH1196067VN001 issued by BBC Chartering & Logistics GmbH Co. K.G., dated January 15, 2006.

Dated: New York, New York
July 11, 2008

By:



Keith L. Flicker

EXHIBIT A



SEDE - HEAD QUARTER
Rua Prof. José Vieira de Mendonça, 3011 - Engenho Nogueira
CEP: 31310-260 - TEL.: 55 031 3499-8673 FAX: 55 031 3443-3552
Belo Horizonte - MG - BRASIL
CNPJ: 17.500.224/0001-86

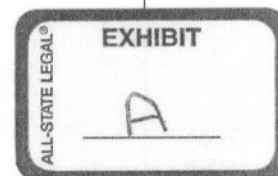
FABRICA - PLANT
Rodovia BR 381, Km 206 - Horto
CEP: 35160-900 - TEL.: 55 031 3829-3661 FAX: 55 031 3828-3846
Ipatinga - MG - BRASIL
CNPJ: 17.500.224/0002-46

N° EXP :	001/06	DATA (DATE)	JANUARY 12, 2006
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FATURA COMERCIAL (COMMERCIAL INVOICE)	COMPRADOR (BUYER) : PERINI/O&G, A JOINT VENTURE 1022 LOWER SOUTH STREET PEEKSKILL, NY 10566 - UNITED STATES
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NAVIO (VESSEL) :	MALTE B	ARMADOR (SHIP OWNER) :	
PORTO DE EMBARQUE (PORT OF SHIPMENT) :	VITORIA-ES-BRAZIL	PORTO DE DESTINO (PORT OF DESTINATION) :	NEW YORK, NY, USA
BANDEIRA (FLAG) :	ANTQUA & BARBUDA	PRODUZIDO EM (MANUFACTURED IN) :	IPATINGA - MG - BRASIL
CONDICÕES (TERMS) :	DELIVERED DUTY PAID - DDP	P. O. :	
		O. C. :	
FABRICANTE E EXPORTADOR (MANUFACTURER AND EXPORTER) :	USIMINAS MECÂNICA S. A.		

MERCADORIAS (MERCHANDISES)			
QUANTIDADE (QUANTITY) M / T	DISCRIMINAÇÃO (DESCRIPTION)	VALOR (VALUE)	
		UNITÁRIO (PER UNIT M/T)	TOTAL
NET WEIGHT: 1985,162 MT	BRIDGE COMPONENTS.	US\$	US\$
	511 BUNDLES 20 BOXES		
	DDP NEW YORK/USA ----- (FIVE MILLIONS SIXTY FOUR THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND NINETY FOUR CENTS)		5,064,176.94
	CONSIGNEE: PERINI/O&G, A JOINT VENTURE 1022 LOWER SOUTH STREET PEEKSKILL, NY 10566 - UNITED STATES		
	GROSS WEIGHT: 1985,162 MT		
	MADE IN BRAZIL		
	USIMINAS MECÂNICA S/A		
	FRANCISCO BERNARDES DA SILVA GENERAL EXPORT MANAGEMENT		



COPY

EXHIBIT B

08-MAR-06

20:16

FROM-Raets Insurance Group B.V.

+31-10-4528219

T-377 P.002/003 F-629

Liner Booking Note

Agents (full style and address) ALBAR LOGISTICS AV. MARECHAL FLORIANO, 19 - SUITE 1201 - CENTRO CEP: 20080-003 - RIO DE JANEIRO - RJ - BRAZIL		Booking Note number X		
		Vessel MV BELUGA ENDURANCE OR SUBS		
		Time for shipment (about) SEE RIDER CLAUSE 21		
Carrier (full style and address) BBC CHARTERING & LOGISTIC GMBH & CO. KG HAFENSTR. 12 - 26789 LEER AS AGENTS TO CARRIER		Port of loading 1 SPSB AAAA VITORIA OR PRAIA MOLE AT CHRTRS OPTION.		
		Port of discharge NEW YORK - RED HOOK TERMINAL, CARRIER'S BERTH.		
		Place and date RIO DE JANEIRO, 22ND JULY, 2005.		
Merchant (full style and address) USIMINAS MECÂNICA RUA PROFESSOR JOSÉ VIEIRA DE MENDONÇA, 3011 ENGENHO NOGUEIRA - CEP.: 31310-260 - BELO HORIZONTE MINAS GERAIS, BRAZIL		Merchant's representatives at loading port (full style and address) SAME AS MERCHANTS		

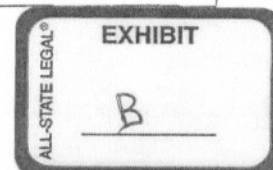
Marks and Numbers	Number and kind of packages; description of goods	Gross weight	Net weight	Measurement
	P/ C OF BRIDGE DECKS AND ITS MISCELLANEOUS BEING 4000 CBM / 2000 TONS 15% MOLCHOPT (PACKING LIST ATTACHED)		2000 TONS	4000 CBM

Freight details, charges, etc. - FREIGHT: SEE RIDER CLAUSE 23 - TIME LOST DUE TO PORT / BERTH CONGESTION / CLOSURE OR DUE TO SWELL OR DUE TO ANY OTHER REASON BEYOND CARRIER'S CONTROL BOTH ENDS TO BE DEEMED AS VESSEL ON DETENTION AT THE AGREED DETENTION RATE; - FREIGHT FULLY PREPAID ON SIGNING BUT PRIOR TO RELEASING BILLS OF LADING INTO OWNERS NOMINATED BANK ACCOUNT DNRVAOCLONL; - ANY TAXES / DUES / DUTIES ON FREIGHT AND/OR CARGO OR CALCULATED ON SAME INCL LOCAL DOCK DUES / WHARFAGE / THC / TO BE FOR CHARTERERS ACCOUNT; - COMMISSION: 2.5% TO ALBAR LOGISTICS	Detention/Demurrage SEE RIDER CLAUSE 22
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Additional Terms - OWNERS AGENTS BOTH ENDS ; - GERMAN LAW AND ARBITRATION ; - ON / UNDER DECK IN CARRIER'S OPTION, IF ON DECK AT SHIPPER'S / MERCHANT'S RISK AND EXPENSE, BILLS OF LADING TO BE CLAUSED ACCORDINGLY; - ANY SPECIALLY REQUIRED SPREADERS, LIFTING BEAMS OR OTHER LIFTING EQUIPMENT INCLUDING DUNNAGE AND LASHING MATERIAL AND CRADLES OR OTHER MEANS OF SUPPORT NOT ALREADY ON BOARD THE VESSEL TO BE PURCHASED-SUPPLIED BY MERCHANT; - CGO TO BE FITTED WITH SUITABLE LIFTING LUGS OR OTHER ADEQUATE MEANS OF LIFTING AND CENTER OF GRAVITY TO BE CLEARLY INDICATED. SUFFICIENT LASHING POINTS FOR SECURING TO BE PLACED ON THE CARGO. IF ITEMS ARE NOT FLAT AT THEIR BOTTOMS THEN A FOOTPRINT SKETCH IS REQUESTED. CGO TO BE SUITABLY FOR OCEAN TRANSPORTATION;	
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Signature, Merchant USIMINAS MECÂNICA	Signature, Carrier BBC DO BRASIL LTDA AS AGENTS ONLY FOR BBC CHARTERING & LOGISTIC GMBH & CO. KG.
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This contract is subject to the terms of the Carrier's Liner Bill of Lading which can be found on the reverse side.



08-MAR-06

20:16

FROM-Raets Insurance Group B.V.

+31-10-4528219

T-377

P.003/003

F-629

BOOKING NOTE RIDER – BBC Chartering & Logistic GmbH & Co. KG

20. TERMS: Free in Lashed / Secured / Dunnaged - Liner Out Hook.

21. TIME FOR SHIPMENT:

1ST SHIPMENT: August 26th – 30th, 2005.

22. DEMURRAGE / DETENTION:

Master to tender NOR SHINC W.W.W.W. and Load rate to apply: 600 metric tons per day SHINC

Cargo to be received as fast as vessel can discharge otherwise detention to apply.

Demurrage / Detention of US\$ 18,000.00 PDPR

Any Demurrage / Detention payable prior discharge.

2.5 free days for each shipment / voy at loading port.

23. FREIGHT

US\$ 90.00 W/M plus additional fee of US\$ 25,000.00 net/net

24. MEASUREMENT: All cargoes to be measured at the extremes for the purpose of calculating cargo cubic. Carrier's surveyor may measure and/or weigh the cargo to determine measure and weight. Carrier's measure and weight (which can be taken from terminal's receiving report) to be used for purposes of calculating freight charges.

25. AGENTS/STEVEDORING: Carrier's agents and stevedores at both ends.

26. CARGOES BOOKED TO THE USA: All cargo being discharge or transiting through us waters must be identified and described on the cargo manifest filed with the us customs service 24 hours before such cargo is loaded. If the carrier does not receive this information timely so that carrier can comply with new regulations, then regrettably the carrier will have to assess any applicable fines or penalties against the merchant in accordance with clause 11(d) of carrier's bill of lading.

Signature (Carrier)

BBC do BRASIL LTDA. As agents only for
BBC Chartering & Logistic GmbH & Co. KG

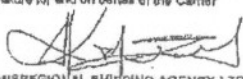
Signature (Merchant)

Usiminas Mecânica

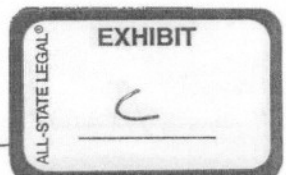
EXHIBIT C

LINER BILL OF LADING

PAGE 2

Shipper USIMINAS MECÂNICA S/A RUA HUM, 2000 - BAIRRO USIMINAS CEP 36160-900 - IPATINGA- MG - BRAZIL		BL No. BBCH1166067VN001									
		Reference No. LOGSEA 051/05									
		Shipping period									
Consignee PERINVO&G A JOINT VENTURE 1022 LOWER SOUTH STREET PEEKSKILL, NY 10568 ATT: ANDREW LEVINSON - (914) 739-1908		Notify address BERTUNG LOGISTICS INC 15500 VICKERY DRIVE HOUSTON, TX 77032 - TEL 1 281 774-2300 S.J. STILE ASSOCIATES LTD 105 MORRIS AVENUE, SPRINGFIELD- NJ ZIP 07081									
Port of loading VITORIA	Port/Place of intra-shipment	Vessel MALTE B	COPY NOT-NEGOTIABLE								
Port of discharge NEW YORK	Place of delivery by on-carrier	Carrier BBC CHARTERING & LOGISTIC GMBH									
<table border="1"> <thead> <tr> <th>Marks and Numbers</th> <th>Number and kind of packages; description of goods</th> <th>Gross weight/Net weight SAID TO WEIGH</th> <th>Measurement SAID TO MEASURE</th> </tr> </thead> <tbody> <tr> <td></td> <td> SAID TO BE BRIDGE COMPONENTS 531 VOLUMES COMPOSED OF: 74 BUNDLES WITH TRACKBEAMS; 19 BUNDLES WITH FITTINGS; 21 BUNDLES WITH SUPPORTS; 01 BENT PLANT; 82 BUNDLES WITH BRACING; 110 BUNDLES WITH BARRIERS; 23 BUNDLES WITH BRACKETS; 54 BUNDLES WITH CONNECTORS; 68 BUNDLES WITH DECKS; 44 BUNDLES WITH STEEL PLATES; 11 BUNDLES WITH RAILING; 01 BUNDLE WITH GUIDE; 93 BUNDLES WITH HANDRAIL WEDGES; 20 CASES. MASTER'S REMARKS: 1. ON 11TH OF JANUARY 2008 AT 16.30 LT WHILE LOADING SLINGS WERE TORN AND CARGO DROPPED AND SEVERAL OF ALUMINIUM CONSTRUCTIONS WERE BENT. 2. NUMBERS OF DAMAGED ITEMS: F307, F305, F510, F509, F508, F507, F506, F505, F503, F527 3. ON 12TH OF JANUARY 2008 AT 16.20 LT WHILE LOADING BUNDLE OF STEEL BAND SLINGS WERE TORN, BUNDLE FALLEN IN CARGO HOLD AND SEVERAL STEEL BANDS WERE BENT. NUMBERS NOT AVAILABLE. SHIPPED ON BOARD FREIGHT PREPAID RE: 06/0035344-001 DDE: 2050086171/7 NCM: 7308.10.00 *BUNDLES NRS. F01, F02, F03, F05, F06, F07, F09, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20, F21, F22, F24, F25, F27, F28, F29, F30, F31, F32, F33, F34, F36, F37, F38, F39, F40, F41, F42, F43, F44, F47, F49, F50, F51, F52, F53, F54, F55, F56, F57, F58, F59, F60, F61, F62, F63, F64, F65, F67, F68, F69, F70, F71, F175, F176, F177, F202, F208, 206, F208, F211, F213, F217, F220, F226, F227, F230, F231, F242, F245, F249, F267, F285, F284, F399, F390, F391, F402, F432, F434, F435, F436, F437, F438, F440, F441, F442, F443, F444, F447, F448, F449, F451, F452, F453, F454, 3 BUNDLES TRACK BEAMS (NOT IDENTIFIED), 1 BUNDLE BARRIERS (NOT IDENTIFIED), CARRIED ON DECK AT SHIPPER'S/CHARTERER'S RECEIVER'S RISK AS TO PERILS INHERENT IN SUCH CARRIAGE, ANY WARRANTY OF SEAWORTHINESS OF THE VESSEL EXPRESSLY WAIVED BY THE SHIPPER / CHARTERER/ RECEIVER, AND IN ALL OTHER RESPECTS SUBJECT TO THE PROVISIONS OF THE UNITED STATES CARRIAGE OF GOODS BY SEA ACT, 1924* </td> <td>1,985.162, KGS</td> <td>3,051,940M*</td> </tr> </tbody> </table>				Marks and Numbers	Number and kind of packages; description of goods	Gross weight/Net weight SAID TO WEIGH	Measurement SAID TO MEASURE		SAID TO BE BRIDGE COMPONENTS 531 VOLUMES COMPOSED OF: 74 BUNDLES WITH TRACKBEAMS; 19 BUNDLES WITH FITTINGS; 21 BUNDLES WITH SUPPORTS; 01 BENT PLANT; 82 BUNDLES WITH BRACING; 110 BUNDLES WITH BARRIERS; 23 BUNDLES WITH BRACKETS; 54 BUNDLES WITH CONNECTORS; 68 BUNDLES WITH DECKS; 44 BUNDLES WITH STEEL PLATES; 11 BUNDLES WITH RAILING; 01 BUNDLE WITH GUIDE; 93 BUNDLES WITH HANDRAIL WEDGES; 20 CASES. MASTER'S REMARKS: 1. ON 11TH OF JANUARY 2008 AT 16.30 LT WHILE LOADING SLINGS WERE TORN AND CARGO DROPPED AND SEVERAL OF ALUMINIUM CONSTRUCTIONS WERE BENT. 2. NUMBERS OF DAMAGED ITEMS: F307, F305, F510, F509, F508, F507, F506, F505, F503, F527 3. ON 12TH OF JANUARY 2008 AT 16.20 LT WHILE LOADING BUNDLE OF STEEL BAND SLINGS WERE TORN, BUNDLE FALLEN IN CARGO HOLD AND SEVERAL STEEL BANDS WERE BENT. NUMBERS NOT AVAILABLE. SHIPPED ON BOARD FREIGHT PREPAID RE: 06/0035344-001 DDE: 2050086171/7 NCM: 7308.10.00 *BUNDLES NRS. F01, F02, F03, F05, F06, F07, F09, F10, F11, F12, F13, F14, F15, F16, F17, F18, F19, F20, F21, F22, F24, F25, F27, F28, F29, F30, F31, F32, F33, F34, F36, F37, F38, F39, F40, F41, F42, F43, F44, F47, F49, F50, F51, F52, F53, F54, F55, F56, F57, F58, F59, F60, F61, F62, F63, F64, F65, F67, F68, F69, F70, F71, F175, F176, F177, F202, F208, 206, F208, F211, F213, F217, F220, F226, F227, F230, F231, F242, F245, F249, F267, F285, F284, F399, F390, F391, F402, F432, F434, F435, F436, F437, F438, F440, F441, F442, F443, F444, F447, F448, F449, F451, F452, F453, F454, 3 BUNDLES TRACK BEAMS (NOT IDENTIFIED), 1 BUNDLE BARRIERS (NOT IDENTIFIED), CARRIED ON DECK AT SHIPPER'S/CHARTERER'S RECEIVER'S RISK AS TO PERILS INHERENT IN SUCH CARRIAGE, ANY WARRANTY OF SEAWORTHINESS OF THE VESSEL EXPRESSLY WAIVED BY THE SHIPPER / CHARTERER/ RECEIVER, AND IN ALL OTHER RESPECTS SUBJECT TO THE PROVISIONS OF THE UNITED STATES CARRIAGE OF GOODS BY SEA ACT, 1924*	1,985.162, KGS	3,051,940M*
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Freight details, charges, etc.		Declaration of higher value of cargo									
Additional Terms FORWARDING AGENT: ALBAR CONSULTORIA LTDA RUA MARECHAL FLORIANO, 19 SALA 1201 CENTRO - RIO DE JANEIRO - RJ - BRAZIL TEL: 55 21 2223 76 80											
Detention/Demurrage rate per day pro-rated	Freight Payable at FREIGHT PREPAID	Place of Issue VITÓRIA, ES	Signature for and on behalf of the Carrier  TRANSREGIONAL SHIPPING AGENCY LTD AS AGENTS FOR AND ON BEHALF OF CAPT. YURIY STORCHEYOV THE MASTER OF M/V "MALTE B".								
	Number of original B/L 3 / THREE	Date of Issue 15TH JANUARY, 2006									

* Although this Bill of Lading may be issued by BBC Chartering and Logistic GmbH & Co. KG, unless BBC Chartering and Logistic GmbH & Co. KG is listed as Carrier, BBC Chartering and Logistic GmbH & Co. KG is acting only as Agent for the Carrier.



LINER BILL OF LADING TERMS

1. Applicability

The terms of this Bill of Lading shall apply and supersede all other terms regarding the shipment except when BOC Chartering & Logistic GmbH & Co. KG is designated as the Carrier on the reverse side and the voyage involves either loading or discharging cargo in a United States port in which case the terms on file with the United States Federal Maritime Commission for BOC Chartering & Logistic GmbH & Co. KG shall apply.

2. Definitions

Wherever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the Cargo. Wherever the term "Carrier" is used, this term shall be deemed to include the Operator, the Disponent Owner of the vessel, and the Owner of the vessel all in accordance with Clause 18.

3. General Paramount Clause.

(a). Hague Rules are Paramount.

Unless otherwise provided herein, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels, the 25th August 1924 as amended in the country of shipment, shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply. In respect of shipments to which there is no such enactment as to compulsory application, the terms of said Convention shall apply. Where the Hague Rules apply, they shall also apply to the period before loading and after discharge where the carrier may be deemed to have custody or control of such

(b). Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 ("The Hague-Visby Rules") apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reasonable steps possible under such applicable legislation, relating to the period before loading and after discharge and while the goods are in the charge of another carrier, and to deck cargo and live animals.

4. Jurisdiction

All claims against the Carrier arising from or in connection with this Bill of Lading or the underlying contract of carriage shall be brought in the court of relevant jurisdiction in Hamburg, Germany with German law to apply. Nothing in the clause shall be construed to prevent the Carrier from filing suit in any jurisdiction for claims arising under or in connection with this Bill of Lading or the underlying contract of carriage.

5. Period of Responsibility

Unless otherwise stated, the Carrier shall have custody of the goods from tackle to tackle ("hook-to-hook") only. The Carrier or Carrier's agent shall not be responsible for any loss of or damage to the goods during the period before loading and after discharge from the vessel, however such loss or damage arises.

6. The Scope of the Voyage.

(a). The voyage shall not be limited to the direct route between the loading or discharge port, but may include at the carrier's option and sole discretion, calling at any other port or place, whether on route of rotation or not, or whether advertised or not. The Carrier shall be at liberty to determine the vessel's schedule and rotation and, as the vessel may be in a tanker service, the schedule and rotation may include ports for loading, discharging, bunkering or maintenance which are not directly en route of the loading and discharge port as specified in this Bill of Lading. The Carrier has the liberty to change the vessel's rotation, to add additional ports of loading, discharge or bunkering and otherwise to alter the voyage as it deems fit at any time including while the vessel is en route. These changes may substantially change the course of the voyage and the route the vessel may take, and may lengthen or shorten the actual time of the voyage. Unless stated on the reverse side, the Merchants have no right to the voyage and in any event there shall be no claim of delay for the delay of the cargo. Any voyage variations are accordingly given without prejudice and without recourse.

(b). Unless the cargo is described as a full and complete cargo on the reverse side of this Bill of Lading, the Carrier shall have the liberty of retaining the cargo and loading and discharging other per cargo for the account of others than the Merchant's own place on route or not en route to place en route or not en route.

7. Substitution of the Vessel, Transshipment and Forwarding.

Whether expressly or impliedly, the Carrier shall be at liberty to carry the goods to port of destination by said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to use the goods or part of them beyond their port of destination, and to transship, land and store the goods either on shore or afloat and forward the same at any place at the Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only. The Carrier shall always have the right to re-ship the cargo at any intermediate or other port where the vessel or other vessel and can use vessel's gear, loading or unloading cranes as required. The responsibility of the Carrier shall be limited to the part of the transport performed by the Carrier on vessels under the Carrier's management.

8. Lightage

At any port or place of discharge where the Carrier is required by law or custom to deliver the cargo to port authorities or to discharge the cargo to or load the cargo from, loaders or other craft, delivery or receipt by the carrier shall take place at the end of the vessel's tackle or when the Carrier no longer has custody of the goods, and the lighterage or custody therefor, as the case may be, shall be at the risk and expense of the merchant. 8. Loading, Discharge and Delivery.

(a). All loading, discharge and delivery shall be arranged by Carrier's agents unless otherwise agreed. All delivery takes place at the end of vessel's hook unless otherwise specified. Loading, stowage and delivery shall be for merchant's account. Loading and discharging may commence without previous notice. The Merchants shall be responsible for providing all spreader bars, lifting frames, slings or saddles. The securing of the cargo to be accomplished to Merchant's satisfaction. The time and expense of additional cargo securing required by the Merchant or Merchant's representative or supervisor to be for Merchant's account.

(b). At the loadport, if the vessel arrives and the goods are not available for loading, the vessel may wait on detention for 48 hours and if the goods are still not available, the vessel may leave the port without any further notice and the merchant shall own the cargo.

(c). At the loadport, the Merchant or his Agent shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and, if required by the carrier, outside the ordinary working hours notwithstanding any custom of the port. If the Merchant does not comply with tendering the cargo when the vessel is ready to receive, then the Carrier shall be released of any further obligation and may leave the port without further notice and the Merchant shall be responsible for all deadweight or breach or contract damages which shall be calculated at the freight rate.

(d). At the discharge port, the Merchant shall take delivery of the goods as fast as the vessel can deliver and, if required by the Carrier, outside the normal working hours of the port. Otherwise, the Carrier shall be at liberty to discharge the goods and any discharge shall be considered a true fulfillment of the contract. If inadequate arrangements have been made to receive the goods and the vessel cannot berth or commence or complete discharge due to the lack of arrangements, then the Carrier may wait up to 48 hours on detention, then, at the Carrier's election, the Carrier may leave the port and discharge the goods at any available and convenient port, with the contract then being considered fulfilled and no further obligations owed to the Merchant. All such extra expense, including discharge to the third port of destination (as mentioned in the bill of lading) shall be borne by the Merchant.

(e). The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

(f). If the goods are not applied for within a reasonable time, the Carrier may sell them privately by auction.

(g). The Merchant shall accept a reasonable proportion of unclassified loose cargo.

(h). If the cargo is to be carried pursuant to the terms free invoice out as designated on the reverse side of this Bill of Lading, then the Merchant shall be responsible for the stowage, securing, lashing of the cargo as well as liable for the negligence of the stevedores at the loadport, notwithstanding that the Merchant is responsible for the stowage of the cargo. Allowed by law for loading as designated on the front of this Bill of Lading shall commence to count immediately upon receipt of vessel's Notice of Readiness which may be tendered at the Port of Loading any time day or night, Saturdays, Sundays, Holidays included whether in berth or not, whether in port of not, whether custom cleared or not.

(i). If the cargo is to be carried pursuant to the terms free invoice out as designated on the reverse side of this Bill of Lading, then the Merchant shall be responsible for the stowage, securing, lashing of the cargo as well as liable for the negligence of the stevedores at the discharge port, notwithstanding that the Merchant is responsible for the stowage of the cargo. Allowed by law for loading as designated on the front of this Bill of Lading shall commence to count immediately upon receipt of vessel's Notice of Readiness which may be tendered at the Port of Loading any time day or night, Saturdays, Sundays, Holidays included whether in berth or not, whether in port of not, whether custom cleared or not.

10. Live Animals and Deck Cargo. Unless unconditionally specified, the Carrier may stow the goods on or underdeck at the Carrier's option. The Carrier shall have no liability whatsoever with respect to live animals and deck cargo. However, if any court or tribunal finds that the Carrier shall have liability, then such liability shall be subject to limitation in accordance with the Hague or Hague-Visby Rules referred to in Paragraph 3 above and the goods shall be considered to have been carried always subject to these Rules. The Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of the Carrier's servants in the management of such animals or deck cargo, notwithstanding anything contained in Clause 20.

11. All ports of discharge for all optional cargo must be declared to the Carrier 48 hours before arrival at the first optional port. In the absence of such declaration, the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall be considered as having been fulfilled. Any option can be exercised only for the quantity under this Bill of Lading only.

12. Freight and Charges.

(a). All freight shall be considered to be pre-payable freight and, whether actually paid or not, shall be considered as fully earned pro rata upon loading and is dispositive and non-refundable in any event and under cargo lost or not lost. The Carrier shall be liable for any other charges under the contract including but not limited to detention, demurrage, deadweight and attorney's fees shall be considered to be payable in like manner as soon as the charges have been incurred.

(b). Any detention or demurrage incurred shall be paid day by day if demanded by the Carrier. The detention and demurrage rate shall be US \$10,000 per day pro rata unless such rate is provided on the reverse side of this Bill of Lading in which case, such rate shall control.

(c). Inmate for all charges shall accrue at 12% per annum compounded daily from the date such charges were due.

(d). The Merchant shall be liable for expenses of fumigation and galling and stowage losses and weighing onboard and expenses incurred in repacking damage in and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons. The Merchant shall also be responsible for all truck loading/unloading, Terminal Handling Charges, handling onwharfing, wharfage, and dock dues, etc. The Merchant shall also be responsible for the German GWTG dues, Swedish Fikewy dues, Receiving, Storing & Delivery dues and all other applicable dues or similar charges.

(e). Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight or cargo or tonnage of the vessel shall be paid by the Merchant. All brokering and trapping dues and charges to be paid by the Merchant.

(f). The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through violation of Customs laws and/or import or export regulations and the Merchant shall indemnify the Carrier for any and all expenses including legal fees associated with same.

(g). The Carrier is entitled in case of known or suspected contamination, weight, measurement or value of the goods to claim double the amount of freight (100%) which would have been due if such contamination had been correctly given. For the purposes of ascertaining the actual loss, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contamination inspected and the weight, measurement or value verified. Further, for the purposes of settling the claim, all cargo shall be measured at the extreme ends. The Carrier's surveyor may measure and/or weigh the cargo to determine measure and weight. The Carrier's measure and weight (which can be taken from the terminal's receiving report) to be used for the purposes of settling the claim.

(h). For any cancellation of contract, the Merchant shall owe 75% of the freight charged as liquidated damages less any advance or port expenses attributable to the cargo unless the vessel has commenced on the voyage toward the destination in which case 100% of the freight shall be due and owing, less any advance or port expenses attributable to the cargo.

(i). All bookings and contracts made "subject detail" shall be void and binding, and all terms herein shall apply.

13. Time Lost Due to Unload or Tide

Any time lost during loading, unloading or discharge, including all times waiting for berth, due to swell or tide shall count as detention for the Merchant's account.

14. Lies

The Carrier shall have a lien on the cargo for any amount due under this contract including but not limited to freight, deadweight, breach of contract damages, detention, demurrage, any vessel damage caused by or due to negligence or default of the Merchant, and any deviation costs necessitated by the negligence or default of the Merchant. The Carrier shall also have a lien on the cargo for the costs of recovering the amounts due under this contract and for the aforementioned vessel damage including all arbitrator, court, and attorney's fees. The Carrier shall be entitled to the goods privately or at auction to cover any claim for amounts due, vessel damage or costs. The lien may be exercised by the Carrier either at the discharge port, or on board the vessel at the Carrier's option. If it is not possible, feasible or desirable to exercise the lien at the discharge port, the Carrier may take the goods to the most convenient port where such lien may be exercised and the Merchant shall be responsible for all associated costs including any return freight. In any event, the Carrier's lien shall survive delivery of the goods. If the Merchant leaves further negotiable bills of lading or documents of title concerning the cargo, all such documents must give notice of the Carrier's lien.

15. Delay

The Carrier shall not be responsible or liable for any loss sustained by the Merchant for delay of the goods whatsoever caused.

16. General Average and Salvage

General Average to be adjusted at any port or place at Carrier's option and to be settled in accordance with the 1974 York-Antwerp Rules. In the event of accident, danger, derangement or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is chartered or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessel belonged to a stranger.

17. Both-to-Blame Collision Clause. (This Clause to remain in effect even if unenforceable in the Courts of the United States of America). If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to

the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of said goods paid or payable by the other or non-carrying vessel or her Owner to the other or non-carrying vessel or her Owner, and/or, or recovered or recoverable by the other or non-carrying vessel or her Owner. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessel or objects other than, or in addition to the collecting vessels or objects are at fault in respect of a collision or contact.

18. Government Orders. War, Epidemics, Ice, Strikes, etc. (a). The Master and the Carrier shall have the liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, to the extent of the terms of the insurance of the vessel the right to give such orders or directions or recommendations.

(b). Should it appear to the Master or Carrier that the performance of the transport would (1) expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike conditions, hostilities or the threat of hostilities, insurrection activities or the threat of terrorist activities, blockades, riots, civil commotion or piracy, or (2) expose any person on board to such risk of injury, bodily harm, capture, kidnapping due to any of the aforementioned activities, then the Master may discharge the cargo at the port of loading or any other safe and convenient port without any further obligation owed to the Merchant, full freight having been earned.

(c). Should it appear that epidemics, quarantine, ice, labor troubles, labor obstructions, strikes, lockouts, any of which occurring either onshore or on shore, would (1) cause difficulties in loading or discharging, or (2) prevent the vessel from reaching or leaving the port of loading or reaching or entering the port of discharge, or (3) discharging at the port of discharge in the usual manner and leaving again, and of which safety and without delay, the Master may discharge the cargo at the port of loading or any other convenient port, full freight having been earned.

(d). The discharge under the provisions of the clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. In connection with the exercise of any liberty under this clause any extra expense may be incurred, they shall be paid by the Merchant in addition to the goods. If the Merchant or their underwriter has a claim against said cargo, and a reasonable compensation for any service rendered to the goods, (a). If any situation referred to in this clause may be anticipated, or if any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued without any compensation. (b). Any additional premium determined to be applicable by underwriters for breaching or exceeding trading limitations imposed by the London War Risk Trading Warranties to be for Merchant's account.

19. Identity of Carrier.

(a). The Contract evidenced by this Bill of Lading is between the Merchant and the Carrier and/or Owner of the vessel named herein (or substitute vessel) and it is therefore agreed that said Owner or Carrier only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. It is, despite the foregoing, it is agreed that any other party to the Carrier or Bailee of the goods shipped hereunder, all limitations of and exemptions from liability provided by law or by this Bill of Lading shall be available to such other party.

(b). It is further understood and agreed that any Line, Company or Agents who have executed this Bill of Lading (all) and on behalf of the Master are not a principal in the transaction and said Line, Company or Agents shall not be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage. Said Line, Company or Agents shall not be liable as a Carrier nor as Bailee of the goods, if the Merchant or their underwriter has a claim against said Line, Company or Agents asserting that they are liable as a principal, all costs incurred to defend same shall be recoverable from the Merchant.

20. Exemptions and Immunities of all Servants and Agents of the Carrier and Managers of the Vessel.

(a). It is hereby expressly agreed that no servant or agent or manager (including general, commercial, technical or crewing managers) of the Carrier or vessel (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be liable under any liability whatsoever to the Merchant for any loss, damage, or delay, arising from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained shall apply to the Carrier or to the Carrier's servants, agents or managers.

(b). It is further agreed that the Carrier or its servants, agents or managers shall also be available and shall extend to protect every such servant, agent or manager of the Carrier acting as aforesaid and for the purpose of all of the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or servant of the Carrier or its servants, agents or managers from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Bill of Lading.

(c). The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Carrier or its servants, agents or managers, or agent of the Carrier for any loss, damage or delay or otherwise.

21. Packaging, Optional Stowage and Unloading

(a). The Merchants shall ensure that all cargo is packed for ocean transportation with care and in conformity with the applicable code of practice and is required all crates sturdy and the goods secured within the crates and all spreader bars necessary available to the Carrier. Cargo to be placed with suitable lashing and sufficient lashing points for securing to be fitted, if same are not fit at the bottom, a footprint sketch is required. Any special dunnage to be for Merchant's account.

(b). Goods may be stowed by the Carrier as received, or, at Carrier's option, by means of containers, or similar articles of transport used to consolidate goods.

(c). Containers, trailers and transloaders shall be used whether stowed by the Carrier or received by the Carrier in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant and without further clashing of the bill of lading.

(d). The Carrier shall not have any liability for cargo stowed on deck, but in the event that the Carrier shall be found to be liable, then such liability shall be governed by Paragraph 10.

(e). All goods, whether carried on deck or not, shall contribute to general average and shall receive compensation in general average. 22. Survival of Terms and Extinction of Remedies.

The terms of the Bill of Lading shall be separate, and if any provision herein, or any part of any paragraph shall be held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision or part of this Bill of Lading.

It is expressly agreed that all causes of action for damage to cargo shall be limited to contractual claims pursuant to the terms herein and the applicable convention and legislation. All claims based in tort or delict against the carrier and the carrier's servants, agents or managers are hereby waived. 23. U.S. Trade, Period of Responsibility.

(a). In the case of the Contract evidenced by this Bill of Lading to subject to the U.S. Carriage of Goods by Sea Act, then the provisions thereof insofar as they govern before loading and after discharge and throughout the entire time the goods are in the Carrier's custody.

(b). The number of packages designated on the reverse side of this Bill of Lading shall be considered to be the number of packages for limitation purposes; each container shall be considered to be a package. (c). US regulations stipulate that each container that is carried on or under deck from US waters must be identified and description filed by the carrier with the US Customs service 24 hours before such cargo is loaded. If Merchants do not send information timely for Carrier to comply with US regulations, all fines, penalties shall be for Merchant's account.